



TAMIL NADU GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

No. 34]

CHENNAI, WEDNESDAY, AUGUST 21, 2024
Aavani 5, Kurothi, Thiruvalluvar Aandu-2055

Part II—Section 1

Notifications or Orders of specific character or of particular interest to the public issued by Secretariat Departments.

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NOTIFICATIONS BY GOVERNMENT

ENERGY DEPARTMENT

Restructuring of Tamil Nadu Electricity Board (TNEB) as per Tamil Nadu Electricity (Reorganisation and Reforms) Transfer Scheme, 2010

[G.O. Ms. No. 77, Energy (B2), 2nd August 2024, ஆடி 17, குரோதி, திருவள்ளூர் ஆண்டு-2055.]

No. II(1)/EGY/19/2024.—

TRIPARTITE AGREEMENT

BETWEEN

THE GOVERNMENT OF TAMIL NADU, TNEB LIMITED, TANTRANSCO, TANGEDCO AND TRADE
UNIONS AND ASSOCIATIONS REPRESENTING OFFICERS/EMPLOYEES-PENSIONERS

This Tripartite Agreement entered into at Chennai on this 12th day of February 2024 between the Government of Tamil Nadu represented by its Principal Secretary to Government, Energy Department, (hereinafter called as the "State Government"), and the Party of the FIRST PART;

And

(1) The TNEB Limited, (2) the Tamil Nadu Transmission Corporation Limited (TANTRANSCO) and (3) the Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) company/corporations wholly owned by the Government of Tamil Nadu and incorporated under the Companies Act, 1956 (Act 1 of 1956), (hereinafter collectively called as "Successor entities") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns, represented by its Chairman and The Parties of the SECOND PART;

And

The Trade Unions and Associations representing Officers/Employees and Pensioners of TNEB (covered under (Per) B.P.(Ch) No.247 (SB) Dated 17.10.2007) (hereinafter called as "Union/Association") represented by the respective General Secretary/President or any other authorized representative, as the case may be and the Parties of the THIRD PART;

WHEREAS

1. The Government of Tamil Nadu, in G.O.(Ms) No.114 Energy (B2) Dept, dated 08.10.2008, have accorded in-principle approval for the re-organization of the Board by establishing a holding company, namely, TNEB Limited and two subsidiary companies namely, Tamil Nadu Transmission Corporation Limited (TANTRANSCO) and Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) with the stipulation that the aforementioned companies shall be wholly owned by the Government of Tamil Nadu;
2. The Officers/Employees of the Board may be apprehensive that on such reorganization of the Board they may be retrenched and / or their service conditions may be adversely affected or their services may be privatized.
3. The Government of Tamil Nadu have clearly stated that such apprehensions of Officers/Employees are unfounded.
4. For the purpose of smooth implementation of the policy of re-organization and restructuring of the . Board and consequent absorption of the Officers/ Employees in successor entities as also to dispel the apprehensions that are being raised by the Unions and Associations mentioned in Clause 2 above, the parties herein mutually agree as under and undertake to abide by the same to achieve the aforesaid objective;
5. Now, therefore, in consideration of the premises, mutual agreements, Covenants and conditions set forth herein, it is agreed by and between the parties as follows:-
 - (1) In so far as this Tripartite Agreement is concerned;
 - (a) 'State Government' means 'Government of Tamil Nadu;
 - (b) 'Board' means the Tamil Nadu Electricity Board;
 - (c) 'Existing Officers/ Employees' means Officers/Employees of the Board as on the date of signing of this agreement;

- (d) 'Holding Company' means the TNEB Limited;
- (e) 'Successor entities' or 'Corporate entities' means 'TNEB Limited', TANTRANSCO and 'TANGEDCO';.
- (f) 'Subsidiary Companies' means TANGEDCO and TANTRANSCO;
- (2) All other words and expressions used herein and not defined shall have the meanings respectively assigned to them as stated in the G.O.(Ms) No:100, Energy department, dt:19.10.2010.
- (3) In view of re-organization of the Board into TNEB Limited (as holding company) and two or as many subsidiary companies like Tamil Nadu Transmission Corporation Limited (TANTRANSCO) and Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) as a separate Corporate entities, the State Government and the Successor entities hereby undertake that there shall be no retrenchment of existing Officers/Employees on account of such restructuring and their status/service conditions shall not in any way be less favourable than those which would have been applicable to them if there had been no such re-organization and the transfer scheme. Any employee rendered surplus through a mutually agreed process of appropriate rationalization shall be redeployed.
- (4) The terms and conditions of service of the existing Officers/Employees of the Board upon transfer to the Successor/Corporate entities shall not be inferior to the present terms and conditions of service in the Board. The Successor entities will endeavor to rationalize the terms and conditions to provide for career growth and other welfare measures more beneficial to the Officers/ Employees recognizing that the Officers/Employees are an essential part of the growth of power sector and its operation in an economic and efficient manner.
- (5) The principles and / or terms and conditions of service of the existing Officers/Employees in matters like promotions, appointments, internal selections, transfers, leave, all allowances, etc., regulated by existing regulations/ratios/service rules are guaranteed to continue to be the same during transition and shall not be less favourable as stated upon permanent transfer to the respective successor entities of the Board.
- (6) The existing wage settlement and work load settlement entered with the Unions/Associations shall be valid with full force and effective even after re-organization until its validity period or a new settlement is arrived at, whichever is later. With regard to pay revision, the present system of bipartite negotiations shall continue by the Unions/Associations with the respective successor entities, under the aegis of TNEB Limited. The successor entities of TNEB shall enter into all future wage settlements with the Unions/Associations.
- (7) The parties of the first and second part shall guarantee the payment of Pension, Family Pension, Retirement/Death benefits such as gratuity, encashment of earned leave and the existing benefits including GPF/CPS and periodical Dearness Allowance Relief and all other terminal/applicable benefits that are in force as on the date of signing of this agreement to all existing Employees/pensioners/family pensioners/ other eligible persons.
- (8) In so far as all the Retirement and Terminal benefits of existing Officers/ Employees are concerned appropriate arrangements shall be made to ensure that the interests of the Officers/Employees, are protected. Till arrangements are finalized, all such payments to the existing Officers/Employees working on "as-is where-is" condition shall continue as per the present arrangements.
- (9) It is agreed by the Parties of First and Second Part herein to consider creation of a separate fund to meet the Pension and other liabilities to the existing pensioners and pension and other terminal benefits of the existing Officers/Employees of the TNEB and the successor entities.
- (10) All the existing welfare measures like the scheme for compassionate appointment, medical reimbursement, present medical insurance till its validity period and thereafter by any other suitable scheme/insurance, Educational Loan, Health Fund, HBA, Conveyance Advance, Marriage Advance, Festival Advance or any other existing loans and advances shall be continued. For introduction of new schemes/benefits/welfare measures, prior approval of Government have to be obtained after placing the issue before the respective Board.
- (11) In respect of all the statutory and other schemes such as Provident Fund, Gratuity and other superannuation benefits of the Officers/Employees and matters related to employment, the successor entities shall stand substituted for all purposes of rights, powers, and obligations of the Board/entities.
- (12) The existing welfare benefits to the pensioners, family pensioners, ex-gratia pensioners and existing Officers/ Employees subject to modifications, that may be brought forth by the State Government, shall continue subject to the approval of the respective Company's Board. All obligations in respect of payment of pension, family pension and other retirement benefits including provident fund, superannuation pension,

gratuity and encashment of leave, etc., to the Officers/Employees already retired and to be retired from the services of the Board shall continue. For introduction of new schemes/ benefits/welfare measures, prior approval of Government have to be obtained after placing the issue before the respective Board.

- (13) The period of service of the existing Officers/Employees under the Board and the successor entities shall be treated as continuous service for the purposes of all service benefits including promotion, internal selection, fixation, movement to selection grade, special grade, payment of pension etc., and retirement/terminal benefits.
- (14) All benefits for the services rendered by the Officers/Employees in the Board as on the date of permanent transfer to successor entities, shall be protected ..
- (15) Even on formation of TNEB LIMITED, TANTRANSCO and TANGEDCO, until further orders, all the existing Officers/Employees of the Board will be retained in TANGEDCO for the present. The Officers/Employees shall continue to serve "as-is where-is" basis and shall be treated as Officers/ Employees of TANGEDCO and they would be treated as being on deputation to the other successor entities. The period of transition will be as approved by Government of Tamil Nadu in Transfer Scheme in the *Government of Tamil Nadu Gazette*. During the transition period, i.e., till the period of finalization of options of the Officers/Employees and their absorption in the successor entities, the cadre management shall vest with TANGEDCO. During such transition period the existing seniority pattern for each category will be maintained by TANGEDCO. The other entities shall accept the employee posted by TANGEDCO wherever necessary in consultation with the TANTRANSCO and TNEB Ltd., based on seniority which shall be basis for absorption of Officers/Employees in the successor entities. The service conditions of the employee in the successor entities shall not be less favourable to them than that has been provided by the Board. Retirement/ Terminal benefits including GPF/ CPS and pension payments to the retiring Officers/employees during the period of transition shall be dealt with by TANGEDCO and thereafter by the successor entities.
- (16) The Officers/Employees so transferred to the service of the successor entities shall be deemed to have entered into an agreement/settlement with such successor entities to fulfill the obligations undertaken by them to the Board including in respect of repayment of loans, advances and other sums due which remain outstanding from the Officers/Employees on the date of transfer to the successor entity.
- (17) All disciplinary proceedings pending on the date of transfer of an employee to the successor entity shall be dealt with by the respective successor entity following the existing rules, Regulations, Certified Standing order and all other instructions/orders in force. All disciplinary cases already finalized and or punishments awarded by the Board under the existing rules/regulations/ certified standing orders etc., shall not be reopened, unless permitted by the rules/regulations.
- (18) All the existing workload norms shall continue and changes from time to time shall be finalized through mutually negotiated settlements between the Unions and the respective successor entity.
- (19) The rule of reservation hitherto followed by the Board shall be continued by the successor entities and the successor entity shall follow the rule of reservation as ordered by the State Government from time to time including any changes/modifications.
- (20) If the newly constituted Corporate entity/entities fail to implement this agreement in any respect, the State Government shall take full responsibility for enforcing such implementation by the entity concerned.
- (21) The successor entities may introduce a new set of rules, regulations, certified standing order, etc., in consultation with the Unions and TNEB Ltd., which will be effective from the date following the date of completion of transition period which shall be within the ambit of the first proviso to section 133 (2) of the Electricity Act 2003. Till such introduction, the rules, regulations, certified standing orders, etc., in force on the date of this agreement shall continue to be in force. Even legitimate activity or functions of TNEB or successor entities in respect of existing Officers/ Employees including those contained in the settlements on work norms shall not be modified without following the procedure laid down in relevant law.
- (22) In the event of any dispute(s)/difference(s) arising, out of this Tripartite Agreement, effort shall be taken by the parties to resolve such dispute(s) / difference(s) amicably in the first instance. If such dispute(s)/difference(s) could not be resolved within 60 days, the respective parties including the present and past Officers/Employees shall be free to avail the remedies available under any law of the land.
- (23) This Tripartite Agreement shall be binding on the Government of Tamil Nadu, Successor entities and Unions/ Associations/Pensioners of the Board all the existing and past Officers/employees of the Board. The first party, the Government of Tamil Nadu shall have power to issue orders/instructions/ directions, if any from time to time to implement any of the provisions of this Tripartite Agreement and other related matters

incidental thereto. In such case, it shall be the duty of other parties to this Tripartite Agreement to treat the same as part and parcel of this Tripartite Agreement, subject to the right under sub-clause (21) of clause 5 of this Tripartite agreement.

(24) The existing recognition of the Unions to be continued even after restructuring and binding on the successor entities.

(25) This Tripartite Agreement executed by and between the parties herein shall be duly notified in the *Tamil Nadu Government Gazette*.

(26)' This tripartite agreement shall be deemed to have come into force with effect on and from the first day of November 2010.

IN WITNESS WHERE OF the parties hereto have signed this Tripartite Agreement on the day, month and year written here-in-above.

BEELA VENKATESAN,
Principal Secretary to Government.